

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

IN RE: § CASE NO. 23-90147-11
§ JOINTLY ADMINISTERED
MOUNTAIN EXPRESS OIL COMPANY, § HOUSTON, TEXAS
ET AL, § WEDNESDAY,
§ AUGUST 23, 2023
DEBTORS. § 12:00 P.M. TO 12:36 P.M.

STATUS CONFERENCE (VIA ZOOM)

BEFORE THE HONORABLE DAVID R. JONES
UNITED STATES BANKRUPTCY JUDGE

APPEARANCES: SEE NEXT PAGE

(Recorded via CourtSpeak)

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1 **HOUSTON, TEXAS; WEDNESDAY, AUGUST 23, 2023; 12:00 P.M.**

2 THE COURT: Good afternoon, everyone. This is
3 Judge Jones. The time is 12:00 noon. Today is August the
4 23rd, 2023. This is the Docket for Houston, Texas. On the
5 noon docket we have the jointly administered cases under
6 Case No. 23-90147, Mountain Express Oil Company.

7 Folks, please don't forget to record your
8 electronic appearance. It's a quick trip to the website, a
9 couple of mouse clicks. You can do that at any time prior
10 to the conclusion of today's hearing, but it is the way we
11 note your official appearance.

12 (Electronic noise.)

13 THE COURT: Somebody's got me on a speaker. If
14 you'd mute me, please.

15 All right. For those of you in the courtroom, if
16 you do rise to speak --

17 (Electronic noise.)

18 THE COURT: Mr. Gibbs, it tells me that that's
19 you.

20 (Electronic noise.)

21 THE COURT: So what I'm going to do is I've muted
22 you, and so, ah, yeah. So when you come back in, if you'd
23 hit five star then I'll unmute you again. I just -- I've
24 just now lost you in the 120 folks who are listening.

25 Let me just pick right back up. For those of you

1 in the courtroom, if you do rise to speak, if you would
2 please come to the lectern to speak? It's the only place we
3 have both the camera and a microphone and I want you to both
4 be seen and be heard.

5 For those of you who are on GoToMeeting, again, I
6 have activated the hand-raising feature. If you choose to
7 speak, haven't already done so, five star. I will get you
8 unmuted. You can, of course, change your mind at any time.

9 Either way, first time that you do speak, if you
10 would, please state your name and who you represent. That
11 serves as a good point of reference for the court reporter
12 in the event that a transcript is made.

13 Finally, we are recording this afternoon using
14 CourtSpeak. We'll have the audio up on the Docket available
15 for your download shortly after the conclusion of the
16 hearing this after.

17 And with that, Mr. Wolfshohl?

18 MR. WOLFSHOHL: Thank you, Your Honor. Joshua
19 Wolfshohl on behalf of the Chapter 11 Trustee, and
20 Ms. Northrup is in the courtroom, as well, Your Honor.

21 THE COURT: Good afternoon.

22 MR. WOLFSHOHL: Are we going to take other
23 appearances, or do you want me to go ahead and proceed?

24 THE COURT: I'll take appearances. That's what
25 the appearance sheets are.

1 MR. WOLFSHOHL: That's right, which I did not sign
2 up on. But I guess I'm here, right?

3 THE COURT: We know you're here.

4 MR. WOLFSHOHL: All right, Judge. So let me -- I
5 can't sit here today and tell you that we are completely
6 done. You probably assumed that from me not filing
7 anything.

8 I want to tell you some good news because I
9 haven't yet done that in this case yet.

10 THE COURT: All right.

11 MR. WOLFSHOHL: I think we are going to get over
12 the finish line on a deal, the structure of which has been
13 outlined and has been the subject of extensive negotiations
14 with Judge Isgur's assistance.

15 There are some big issues in the drafting that I
16 think -- I think will get resolved. I was in the hall
17 speaking about them to people just before I walked in here.

18 THE COURT: Okay.

19 MR. WOLFSHOHL: But the good news I want to
20 provide Your Honor is that assuming this deal takes and
21 assuming if we can get it over the finish line because I am
22 going to ask you for another hearing. I know I keep doing
23 that, but the deal that we are going to go forward with
24 results in, I believe, eventually saving all of the
25 non-executive jobs at the company.

1 THE COURT: All right.

2 MR. WOLFSHOHL: It doesn't necessarily -- it
3 doesn't involve all of the leases, but my understanding is
4 that the buyer will be offering jobs to everyone. It may be
5 that the jobs are not jobs that they want to take. But the
6 intent --

7 THE COURT: Sure. Free choice.

8 MR. WOLFSHOHL: -- is to offer jobs to everyone.

9 THE COURT: I got that.

10 MR. WOLFSHOHL: With respect -- this is another
11 important point 'cause I wanted to tell you a couple of good
12 things. With respect to the locations that they are not
13 going to take, the intent is to free up through the process
14 very quickly those landlords so that instead of having all
15 motions to lift stay with Agreed Orders and et cetera for
16 the next several months, we're trying to make it so that
17 those landlords can either mitigate or people that we bring
18 to the table to potentially allow for assumption and
19 assignment to acquire locations that our purchaser doesn't
20 want, or that our purchaser just doesn't have as part of
21 this package, so that we can actually keep those locations
22 open, if possible.

23 THE COURT: But are we deferring at that point?
24 Are we giving any deference to the landlords' wishes?

25 MR. WOLFSHOHL: We are going to reject.

1 THE COURT: Okay. Fine by me.

2 MR. WOLFSHOHL: And we're basically -- my
3 anticipation is some of them will say great, I don't ever
4 want to hear from you again.

5 THE COURT: Sure.

6 MR. WOLFSHOHL: Some of them might say, if you've
7 got somebody that's interested in coming in, that'd be
8 great, too. Or some of the, you know, might have people
9 already in place, so.

10 THE COURT: The Debtor is going to step out of the
11 middle of it and let the landlords control their own
12 destiny?

13 MR. WOLFSHOHL: Exactly, other than to the extent
14 that we might bring people to the table and say, okay, the
15 Debtor's fuel and the Debtor's inventory is here, let's
16 create a turnkey situation where we can --

17 THE COURT: But that's still the landlord's
18 decision, right?

19 MR. WOLFSHOHL: It's the landlord's decision.

20 THE COURT: All I'm after is free choice.

21 MR. WOLFSHOHL: That's right. And that's the idea
22 behind this, Your Honor.

23 THE COURT: So what are we doing with -- 'cause
24 you're reading the Docket just like I am. What are we doing
25 with folks who don't have gas?

1 MR. WOLFSHOHL: This is part of trying to resolve
2 that problem.

3 THE COURT: So what you're working on resolves
4 that?

5 MR. WOLFSHOHL: It resolves it as to some
6 locations. We don't have cash to provide all the gas. The
7 idea is that we're going to move quickly enough to be able
8 to transition this to --

9 THE COURT: To somebody who has the ability to
10 accept the gas?

11 MR. WOLFSHOHL: That's right, Your Honor. And I
12 don't know that we're going to be able to resolve every
13 single one of those problems.

14 THE COURT: I got it, but people -- you know,
15 look, I'm not suggesting that there aren't -- that no one is
16 suffering. I'm not suggesting that at all.

17 But at some point -- and I've bent over backwards
18 to give everybody an opportunity, you know? You weren't
19 here, but my gut instinct was to simply just tear it all
20 apart last week. That was my gut instinct. I didn't do it
21 'cause everybody stood up and asked me not to.

22 But we're coming back around to my gut instinct.
23 So we need to get this done. We need to recognize those
24 folks who haven't been able to get gas, and you know, they
25 need to have that opportunity. I mean, they need to have

1 the opportunity to survive.

2 Now you've benefited from the fact that a lot of
3 the people that have filed the motions have done it in
4 absolutely the wrong way. They haven't contacted the
5 Trustee, they haven't reached out Mr. Alonzo for a hearing.
6 They just kind of took matters into their own hands, which I
7 don't react well to.

8 MR. WOLFSHOHL: Right.

9 THE COURT: So you've benefited somewhat from
10 that, but people are going to correct that and at the end of
11 the day, there's somebody out there who is just trying to
12 make a living and we need to recognize that and we need to
13 find some way to let those folks get that.

14 I don't know what the answer is on every single
15 one, but I do want attention paid to every single person.

16 MR. WOLFSHOHL: So Your Honor -- and that's -- I
17 take what you're saying very seriously.

18 THE COURT: Sure.

19 MR. WOLFSHOHL: I get probably four or five calls
20 a day from people like that.

21 THE COURT: Yeah.

22 MR. WOLFSHOHL: And just in the interest of trying
23 to deal with every single person's bandwidth --

24 THE COURT: Sure.

25 MR. WOLFSHOHL: -- we have -- although we probably

1 haven't gotten to sit down and talk about this in detail.
2 We have sort of -- we're trying to separate out what people
3 are doing and we have been communicating through
4 Ms. McIntyre and she's been coordinating trying to get
5 Agreed Orders in place that are temporary.

6 THE COURT: I am not suggesting that people aren't
7 trying. And I also am not so naïve to think that there
8 aren't some people who are trying to take advantage of the
9 situation. You know, you get four phone calls. I get that
10 times ten. Of course, they don't come to me. They come to
11 Mr. Alonzo.

12 MR. WOLFSHOHL: Right.

13 THE COURT: You know, I just -- I want people to
14 have the option to control their own future. And if you've
15 got a deal, you know, great. Then I want to see the deal.
16 I want to see it quickly 'cause the deal is eroding.

17 And you know that better than anybody.

18 MR. WOLFSHOHL: We don't have time.

19 THE COURT: Yeah.

20 MR. WOLFSHOHL: The -- what you said a second ago
21 about the instinct that you're having, I've had that several
22 times over the last couple of days.

23 THE COURT: Sure.

24 MR. WOLFSHOHL: And the fact that we have made
25 enough progress for me to be able to stand up and tell you I

1 think we're going to get there, is the only reason that I'm
2 here telling you that.

3 THE COURT: I got it. So what do you think the
4 timing is? I mean, can I bring you back this afternoon and
5 we have a deal that's done? I mean, what's -- I'm worried
6 about this. This is -- I'm losing sleep thinking about this
7 because I can only do so much.

8 MR. WOLFSHOHL: I understand, Your Honor.

9 THE COURT: You know, I now have a free afternoon.

10 MR. WOLFSHOHL: So the ask from the purchaser --
11 and I think given that this is moving and that we haven't
12 completely landed is that we come back to you early
13 afternoon tomorrow. I've spoken to Judge Isgur about that.
14 I've spoken to all the parties about -- or I don't say all
15 the parties. I've spoken to the parties that are really
16 involved in the transaction.

17 THE COURT: Right.

18 MR. WOLFSHOHL: And that's what we're thinking.
19 You know, I feel like I'm crying wolf because every time I
20 come in here I tell you we're looking at cash. You know,
21 we're limping along.

22 The truth is, we are limping along, but at any
23 moment it can be a lot different.

24 THE COURT: I've known you long enough. You
25 wouldn't ask if you didn't think that it was the right thing

1 to do. And so until you show me differently, that's where
2 the analysis stops. You've asked and I got it.

3 But I just want you to understand there are a
4 whole host of competing interests out there and those are
5 starting to become louder and more important.

6 MR. WOLFSHOHL: Right.

7 THE COURT: And I want to see those folks
8 addressed or we're just going to stop everything and
9 everybody can fend for themselves, but at least they will
10 control their own destinies.

11 MR. WOLFSHOHL: I 100 percent agree, Your Honor.

12 THE COURT: So let me ask -- Mr. Alonzo called me
13 when I was out at the mediation and asked me about time
14 tomorrow -- and I don't know if this is the same thing or
15 something new.

16 MR. WOLFSHOHL: Okay.

17 THE COURT: Tomorrow's Docket is one of those
18 that, you know, I should have done a better job of planning
19 way back when, but we've carved out a spot at 4:30. Was
20 that for this, or was that something different?

21 MR. WOLFSHOHL: I don't -- that was --

22 THE COURT: That's actually Mr. Mayer on that.

23 MR. MAYER: Yes, Your Honor. That's for our
24 motion to lift stay.

25 THE COURT: Okay. Sorry for not remembering that.

1 Does the outcome of whatever it is that
2 Mr. Wolfshohl is working on, does that affect what you do in
3 that motion?

4 MR. MAYER: Without -- Your Honor, without knowing
5 exactly what --

6 THE COURT: So you don't know what it is, okay.

7 MR. MAYER: -- he's working on, I don't know.

8 THE COURT: Okay.

9 MR. MAYER: But my is probably not, but I just
10 don't have enough information right now to --

11 THE COURT: Okay.

12 MR. WOLFSHOHL: It certainly might impact how I
13 deal with the motion. It may not solve his problem, but I
14 mean, I can tell you I've told several people that I've
15 talked to about this that I think the clarity that we have
16 will help dictate how we deal with a lot of these issues.

17 THE COURT: So let me do this. I'm looking at the
18 afternoon and the short -- what ought to be the shortest
19 thing -- although they've not agreed on much lately is there
20 is a Final Pretrial in *Bristow* at 4:00.

21 MR. WOLFSHOHL: Okay.

22 THE COURT: And so if I set you at 4:15,
23 understanding that it may not be exactly 4:15, Mr. Mayer,
24 that gives you the benefit of understanding where things
25 are. And then what I will tell you is that once you hear

1 whatever it is that Mr. Wolfshohl is going to say, if you
2 request it, I will absolutely give you some time to talk to
3 the Trustee if there's questions or if you want to say, hey,
4 if I had this tweaked and it changes what I do, or I'll give
5 you that time. I mean, it wouldn't be fair to just push you
6 right into that hearing without some time to talk to a
7 client or process that information.

8 And I will tell you you'll have your hearing. I
9 think -- I looked because tomorrow is a travel day, but the
10 flight is not until 9:00 o'clock so you have my full
11 attention as long as it is needed.

12 MR. MAYER: I appreciate it, Your Honor. Thank
13 you.

14 THE COURT: Okay. All right. Mr. Wolfshohl, so
15 if we set it at 4:15?

16 MR. WOLFSHOHL: So --

17 THE COURT: Or is that not good?

18 MR. WOLFSHOHL: Look, Judge, I think that 4:15
19 realistically is probably the time we're going to need to be
20 able to package this up and come in front of you. But that
21 is -- obviously doesn't always align with the cash concerns
22 we have.

23 There is something that is going to help our cash
24 position. We're working on an agreed turnover with
25 Mr. Ruzinsky and Ms. Williamson. Our hope is that if we can

1 get a stipulated Order to you today that -- I think they've
2 indicated that it will be difficult to get it funded today,
3 but if we got it to you early enough, perhaps that could get
4 funded today and I'll let them speak to it because I think
5 they're probably on the line.

6 If not, it would be tomorrow and I think that
7 would certainly help us get past tomorrow because obviously
8 4:15 is past wire cutoffs.

9 THE COURT: Okay. So let me -- honestly tell me
10 what you need and --

11 MR. WOLFSHOHL: I kind of think if Mr. Ruzinsky or
12 Ms. Williamson have any input on that, I'd like to hear it
13 'cause --

14 THE COURT: Well, let's assume that you're not
15 going to get it today. This is still worst case 'cause I
16 mean while they may have some knowledge, I mean, they don't
17 control it.

18 MR. WOLFSHOHL: They don't control it. Correct,
19 Your Honor.

20 MR. WOLFSHOHL: Can I have one second?

21 THE COURT: Of course.

22 (Pause in the proceedings.)

23 MR. WOLFSHOHL: Judge, I think if we get it
24 tomorrow, we're fine and the reality is even if we get an
25 order from you tomorrow, I don't know that we're going to be

1 able to close the transaction and try to come in front of
2 you with -- until Friday. It's just I don't know how --
3 yeah, let's just -- I think 4:15 is going to be fine, Your
4 Honor.

5 THE COURT: Again, I mean this. If you need
6 something sooner, I'll do my best. It's just a packed
7 afternoon. But I --

8 MR. WOLFSHOHL: I understand.

9 THE COURT: -- if it would -- you know, 4:30 and
10 you have as long as you need. If you needed a spot at 12:30
11 just on a "what if," with the understanding that I pick up
12 with a number of unresolved complicated issues at
13 1:00 o'clock in several different cases, I'm happy to give
14 you that.

15 But you've got to tell me what you need -- and I'm
16 happy to give you both?

17 MR. WOLFSHOHL: Why don't we go with 12:30? And I
18 may contact chambers and ask if we can move it -- or maybe
19 give it to us both, so you have it both on the Docket.

20 Is that better option, Your Honor?

21 THE COURT: All right. So we'll have you a hold
22 spot at 12:30 with the understanding that 1:00 or
23 thereabouts, I'm going to -- we're going to punt till the
24 afternoon.

25 MR. WOLFSHOHL: That's fine.

1 THE COURT: And then I'll go ahead and give you
2 4:15 with the caveat that I gave Mr. Mayer that once we see
3 where you are, then I'll give him an opportunity to figure
4 out what he wants to do with his motion at 4:30.

5 MR. WOLFSHOHL: That makes sense.

6 THE COURT: That work?

7 MR. WOLFSHOHL: That makes sense. Yes.

8 THE COURT: All right. Ms. Williamson,
9 Mr. Ruzinsky wasn't trying to put you in a spot. I was just
10 trying to understand worst case.

11 MS. WILLIAMSON: I appreciate that, Your Honor.

12 THE COURT: Anything you wanted -- you have the
13 opportunity now to be Mr. Wolfshohl's guardian angel. I
14 mean, he would welcome any help he can get.

15 MS. WILLIAMSON: Well, Your Honor, I can briefly
16 describe, I think, the negotiations that we are undertaking.
17 We are trying to do it on a collective basis with a number
18 of the fuel suppliers that collect credit cards.

19 THE COURT: Sure.

20 MS. WILLIAMSON: What we're providing -- what
21 we're proposing is that, at least from Valero's perspective,
22 that we basically pay our outstanding fuel amounts so
23 there's no balance due and that includes taxes. There are
24 certain taxes that we collect for, as well.

25 THE COURT: Sure.

1 MS. WILLIAMSON: And that we have what we think is
2 a relatively modest reserve and in our case it's 275,000 and
3 we deliver the rest of -- whatever that balance is to the
4 Trustee.

5 My current calculations is tomorrow that will be
6 about 230,000. We had already released -- shall we say not
7 quite with authority -- 222,000 earlier this week.

8 So the idea being modest reserve for Valero,
9 release the excess that we have after payment in full of our
10 amounts and continue to do that on a daily basis.

11 THE COURT: Got it.

12 Mr. Melko, is this going to fall right smack in
13 the middle of what you're worried about?

14 MR. MELKO: Well, it helps somewhat, first. But
15 second, we had a very productive meeting with the Trustee
16 and all of her counsel yesterday. I'll defer to
17 Mr. Wolfshohl whether he wants to talk about that. We think
18 we may be close to an agreement -- a global agreement with
19 regard to the issues that we've raised.

20 THE COURT: Terrific. Then I don't want -- again,
21 I don't want to put the finger on the scale one way or the
22 other. If you guys are making progress, productivity is
23 great.

24 MR. MELKO: Yep. Yes, Your Honor.

25 THE COURT: So I'll just leave it there.

1 Mr. Ruzinsky, did you -- is your -- the status of
2 your discussion similar to Ms. Williamsons' or something
3 different or a different problem, different solution?

4 MR. RUZINSKY: They're very similar, Your Honor,
5 although the size of Exxon/Mobil's just the number of
6 stations involved is greater.

7 THE COURT: Of course.

8 MR. RUZINSKY: And so the amount of money that
9 we'll have to deliver to the Trustee once we get this set in
10 place here quickly, will be greater and so we'll have -- we
11 have the large holdback with a larger operation. We'll have
12 larger outstanding amounts that are due, and we've gone
13 over, we've itemized it with the Trustee's counsel, and it's
14 just being folded into address stipulation and agreed order
15 and we're looking forward to having met and submitted it
16 here shortly getting it in place and then wiring funds to
17 the Trustee.

18 THE COURT: Okay. All right. You just, once
19 they've been uploaded, if you would just let Mr. Alonzo know
20 and obviously I'm assuming you're running those by a group
21 of folks who all have expressed an interest in understanding
22 the outcomes, right?

23 MR. RUZINSKY: That's correct, Your Honor.

24 THE COURT: All right. Thank you.

25 Mr. Melko, have you reached a landing place

1 regarding paragraph 7?

2 MR. MELKO: We have proposed some language which
3 the oil companies rejected. We understand that the lender
4 -- and I'll let Ms. Beausoleil or Ms. Hine correct me if I'm
5 wrong. I thought the lender had signed off on it and the
6 Trustee, I believe, had agreed to it.

7 Ms. Beausoleil, can you give the Court a more
8 current update than I have?

9 (No audible response.)

10 THE COURT: Ms. Beausoleil, if you haven't already
11 done so, five star on your telephone.

12 MR. MELKO: I see her hand raised.

13 THE COURT: I do, too, which if she's hit five
14 star, she can just speak.

15 There we go.

16 Ms. Beausoleil?

17 MS. BEAUSOLEIL: Good afternoon, Your Honor.

18 THE COURT: Good afternoon.

19 MS. BEAUSOLEIL: Sharon Beausoleil for SASS
20 Petroleum.

21 My understanding is that the DIP agent had agreed
22 to our language. The oil supplies have not. We are in
23 discussions currently with the Trustee regarding the
24 language, as well as our other conversations with the
25 Trustee regarding SASS Petroleum's other issue with the

1 Trustee.

2 I'm not sure -- I mean, at this point we are in
3 negotiations is all I can report on that issue.

4 THE COURT: Fair enough. Thank you.

5 Mr. Platt?

6 MR. PLATT: Yes, Your Honor. Mark Platt for
7 Marathon Petroleum Company, LP.

8 Mr. Melko is correct that we did not agree with
9 the proposed language because the proposed language
10 essentially served the same function as the insertion of the
11 language that we opposed previously. And so we simply
12 cannot -- the proposed language proposes frankly that the
13 fuel suppliers take on the risk that to the extent that
14 funds are used by the Trustee that are later somehow
15 determined to be commingled funds, that the fuel suppliers
16 take that risk of somehow being clawed back.

17 And so we simply cannot in good conscious agree to
18 that language.

19 THE COURT: Okay.

20 MR. PLATT: And my understand was that the Trustee
21 understood that.

22 THE COURT: All right. Mr. Wolfshohl, do you have
23 anything to add on that issue?

24 MR. WOLFSHOHL: Your Honor, only that I understood
25 their problem with it. We conveyed that to Mr. Melko and

1 Ms. Beausoleil. I thought we had gotten to a place where --
2 in connection with the overall transaction that we were
3 discussing that they could get comfortable with just not
4 having it, but I don't want to speak for Ms. Beausoleil and
5 I also am not running point on this particular issue, but I
6 did try to jump into it right before the hearing to try to
7 confirm.

8 And so if we don't have a resolution, we don't
9 have a resolution. Maybe we just all need to get on a call
10 with each other. I thought we were getting closer to just
11 not having to -- you know, to SASS not requiring the
12 language and just leaving it as-is as filed on the Docket.

13 THE COURT: Okay.

14 MR. MELKO: Your Honor, John Melko, if I can
15 interrupt for a second?

16 THE COURT: Sure.

17 MR. MELKO: Just to move things along here -- and
18 this may not have been communicated. I think given where we
19 believe we are in our negotiations, we're willing to carry
20 things for a day as they are now without the required --
21 without the language that we've been insisting on.

22 I do take slight issue with Mr. Platt's
23 characterization. It wasn't so much that the oil suppliers
24 would be liable for commingling or mis-spending by the
25 estate. It would rather be that the funds that they had

1 collected would not lose their separate character. That's a
2 fairly significant distinction, but we don't want to address
3 that right now.

4 THE COURT: I got it. All right. In that case,
5 may we have that call and we see where we are? It's one of
6 those things I'm going to resolve if you don't, so.

7 MR. WOLFSHOHL: No, I understand, Your Honor, and
8 I guess we would carry this to tomorrow? Is that the --

9 THE COURT: Yeah, just don't -- I know Mr. Platt
10 won't let me forget, so I'm confident that he will be on and
11 if it slips my mind that he will remind me.

12 MR. PLATT: Your Honor?

13 THE COURT: Yes, sir.

14 MR. PLATT: If I may? As I understood what
15 Mr. Melko just said that he would be okay with entry of the
16 Order that is Docket No. 1340, but that he would want to
17 reserve the right to re-argue it tomorrow if necessary?

18 MR. MELKO: That is correct.

19 MR. PLATT: It does carry for a day. That's what
20 I understood him to mean that he's okay with the Order as it
21 has been presented, 1340, for today, but reserves the right
22 re-urge his objection tomorrow.

23 THE COURT: Yeah, Mr. Platt, I heard you -- I
24 heard exactly the same thing. What I was trying to figure
25 out was if you want an Order for today and part of tomorrow,

1 happy to do that.

2 What I was trying to do is to see if there was one
3 Order, because eventually we've got to deal with through
4 potentially -- potentially next Friday, right?

5 MR. PLATT: That's right, Your Honor.

6 THE COURT: Yeah. So that was all I was trying to
7 do.

8 MR. PLATT: And just to clarify, Your Honor, the
9 fuel suppliers have been in a position of not being able to
10 supply fuel because of this issue.

11 THE COURT: Then let's -- so --

12 MR. PLATT: And so --

13 THE COURT: -- get me -- well, I'll tell you what.
14 I will take -- I will take 1340 and I'll make it clear that
15 it runs through tomorrow.

16 MR. PLATT: All right.

17 THE COURT: And it's subject to Mr. Melko's right
18 to seek a modification for anything past tomorrow.

19 Mr. Melko, would that satisfy you?

20 MR. MELKO: Yes, Your Honor.

21 THE COURT: And Mr. Platt, if I do that, will that
22 satisfy you at least as through tomorrow?

23 MR. PLATT: Yes, as long as it's clear that does
24 not mean that any funds that are transferred from now
25 through the end of the day tomorrow, are subject to some

1 reservation that they could somehow be clawed back sometime
2 later.

3 That's the issue we were trying to avoid.

4 THE COURT: I got it. So it's -- I consider
5 myself a person of clarity. If you want to say tomorrow
6 that I was less than clear, I'll take that criticism, but
7 give me a shot.

8 All right?

9 MR. PLATT: I believe you were clear, Your Honor.

10 THE COURT: All right. So I will get something on
11 the Docket.

12 MR. PLATT: Okay.

13 THE COURT: Within 20-30 minutes after we're done.

14 MR. PLATT: I appreciate that, Your Honor.

15 THE COURT: All right.

16 MR. MELKO: Thank you, Your Honor.

17 THE COURT: Let me ask, Mr. Gibbs, you have been
18 -- ah, I'm sorry. Mr. Brookner raised his hand. Let me --
19 Mr. Brookner, I did not mean to ignore you.

20 MR. BROOKNER: No, Your Honor. No problem at all.
21 There's a lot going on. I appreciate it.

22 For the Record, Jason Brookner for ICC Motor
23 Fuel I and several related entities, who are landlords under
24 a master lease for 15 locations in Iowa. And I am
25 absolutely sympathetic to the Trustee and her counsel's

1 plight right now, but I do want to at least state that time
2 is not our client's friend.

3 THE COURT: Right.

4 MR. BROOKNER: We do have that letter from the DNR
5 saying that we're not going to get any fuel as of
6 September 1st at our locations unless they have re-upped
7 acceptable form of announce and responsibility.

8 And so I just want to implore Mr. Wolfshohl and
9 his client to please come back to me as soon as possible
10 because there's only so much that we can do to mitigate and
11 get ready to go forward without something cooperatively or
12 otherwise from the Trustee.

13 MR. WOLFSHOHL: I understand that, Your Honor.

14 THE COURT: All right. Makes perfect sense to me.
15 Thank you, Mr. Brookner.

16 All right. Mr. Gibbs?

17 MR. BROOKNER: Thank you, Your Honor.

18 MR. GIBBS: (No audible response.)

19 THE COURT: Have you hit five star or do you have
20 me double-muted perhaps?

21 (Pause in the proceedings.)

22 THE COURT: There you are. There we go. Should
23 be live.

24 MR. GIBBS: Yes, Your Honor. Chuck Gibbs with
25 McDermott Will & Emery, counsel for the Unsecured Creditors

1 Committee.

2 I actually had tried to raise my hand just to be
3 prepared if Your Honor was going to ask me for anything.
4 But we really don't have anything to add to this
5 conversation today. We don't really know the terms or the
6 particulars with respect to the transaction that's being
7 discussed or what's moved. We'll wait to hear with
8 everybody else and be back tomorrow.

9 THE COURT: And I assume once you've got
10 something, you're going to preview that with --

11 MR. WOLFSHOHL: Absolutely, Your Honor. I mean,
12 I'll say it just for Mr. Gibbs' benefit, the terms that I've
13 outlined in conversations have not changed tremendously, but
14 I just want something that I can hand him and say, this is
15 what the deal looks like.

16 We've had some conversations, and I've tried my
17 best to keep Mr. Gibbs, as well as Mr. Hill (phonetic), up-
18 to-speed on things. It's just -- we haven't landed on
19 anything yet.

20 THE COURT: No, fair enough. I'll translate that
21 for you, Mr. Gibbs. You're not going to like it.

22 MR. WOLFSHOHL: That I already know.

23 MR. GIBBS: He knows that.

24 THE COURT: All right.

25 MR. WOLFSHOHL: I'm not going to stay up all night

1 thinking it's Christmas morning and something better is
2 going to show up tomorrow.

3 THE COURT: All right. Fair enough.

4 I need to ask one question of you, Mr. Wolfshohl.
5 There is time reserved on Friday at 10:30, which was a
6 Status Conference. I did that a week ago.

7 MR. WOLFSHOHL: Okay.

8 THE COURT: My guess is we no longer need that
9 since we're having Status Conferences every day. Now it may
10 turn out that you may need another hearing on Friday, but --

11 MR. WOLFSHOHL: We can talk about that tomorrow.

12 THE COURT: -- we can talk about that tomorrow.

13 MR. WOLFSHOHL: I think that make sense.

14 THE COURT: Again, one day at a time. I just want
15 you -- I want everybody to hear me. My gut instinct is
16 starting to take over.

17 MR. WOLFSHOHL: I understand.

18 THE COURT: So let's either make progress or I
19 know how to end this. Okay?

20 MR. WOLFSHOHL: I do, too, Your Honor.

21 THE COURT: All right. Again, and I appreciate
22 everybody's hard work. I genuinely do. If we can save one
23 job, if we can avoid one station from being boarded up, if
24 we can stop one tank from leaking, if we can, you know, stop
25 somebody from incurring -- one person from incurring a loss,

1 I'm all for it. But we've also got a bigger picture.

2 MR. WOLFSHOHL: I 100 percent agree and I wouldn't
3 -- I think you already acknowledged this. I wouldn't be
4 before you telling you I think there's a chance if I didn't,
5 but --

6 THE COURT: I got it.

7 MR. WOLFSHOHL: -- as soon as I don't think
8 there's a chance, I'm going to come and tell you about it.

9 THE COURT: All right. So just to recap, you've
10 got a slot tomorrow at 12:30. You've also got a slot at
11 4:15.

12 And Mr. Mayer, once you hear the outcome of that,
13 if you need some time, your 4:30 can stop late or it can
14 proceed ahead on time -- whatever it turns out to be.

15 MR. MAYER: Thank you, Your Honor.

16 THE COURT: I would also ask Mr. Wolfshohl if you
17 -- not that I'm suggesting that you wouldn't, but since you
18 know you have that hearing, the sooner you can give details
19 I think probably makes it a whole lot easier to deal with
20 tomorrow afternoon.

21 MR. WOLFSHOHL: That makes sense. Definitely
22 agree, Your Honor.

23 THE COURT: All right. Thank you.

24 Did I skip anyone that wanted to voice a concern,
25 raise an issue?

1 (No audible response.)

2 THE COURT: All right.

3 MR. BALL: Your Honor?

4 THE COURT: Yes.

5 MR. BALL: I had hit five star on my phone. This
6 is Larry Ball, I represent a group of operators -- some
7 small, some not so small.

8 But there is one question that was raised last
9 week that I feel compelled to raise today, and that is the
10 question of the bar date that is set on Monday. We are
11 preparing to file a motion to either strike that or move it,
12 but it seems as how fluid this situation is, and that no one
13 really knows what their claims are going to be until we know
14 what this deal is that the parties have been negotiating,
15 that a bar date that close makes no sense at all.

16 THE COURT: Yeah.

17 MR. BALL: And that these parties ought not to be
18 spending time putting together claims that at the end of the
19 day may be worthless anyway. So it seems to me that if that
20 bar date is just not necessary right now. I will inform the
21 Court that I raised this issue with the Trustee and they
22 have indicated that they would objected to moving the bar
23 date.

24 I have not been able to raise it with the
25 Unsecured Creditors Committee yet. I have a call in to

1 Mr. Gibbs, but I understand they're working feverishly on
2 other things, so it's not surprising I haven't heard back.

3 But I just wanted to raise that before you. If
4 you want me to, I'll go ahead and file that emergency
5 motion, but it seems to me that if that's an issue that
6 ought to be pretty easy at this point in the case, given how
7 fluid things are right now.

8 THE COURT: So Mr. Ball, let me -- just so you and
9 I are on the same page. Bar dates are always important. It
10 may be that the date is wrong, but bar dates are always
11 important. And as easy as it might be to change something
12 and the people who are on this call understand the new date,
13 I have to worry about those folks who aren't on the call.

14 So if you believe the bar date should be moved --
15 and this is not a criticism, if you believe the bar date
16 should be moved because of the current situation, I don't
17 need a lot of education, I don't need a lot of background,
18 but I do need a written motion so that the world can
19 evaluate and criticize every decision I make.

20 MR. BALL: We'll get it on file this afternoon,
21 Your Honor.

22 THE COURT: All right. Thank you.

23 Mr. Wolfshohl?

24 MR. WOLFSHOHL: The only thing I'm going to say to
25 Mr. Ball is that if he and I can talk beforehand, I want to

1 talk through it. I'm not 100 percent sure that the Trustee
2 is opposed to it, having sort of reflected on it, and so I'm
3 not sure we'll agree to it, but I do want to talk to him.

4 So if Mr. Ball can call me --

5 MR. BALL: Okay.

6 THE COURT: All fine.

7 MR. WOLFSHOHL: -- today we can talk about it.

8 MR. BALL: I'll do that.

9 THE COURT: And Mr. Gibbs, I assume that you have
10 a view on that. It seems to me that one of your team ought
11 to be on that phone call as well.

12 MR. GIBBS: Was that directed to me, Your Honor?
13 There was background noise.

14 THE COURT: It was. My apologies. No, I said
15 Mr. Gibbs. My apologies. Probably wasn't as loud as it
16 should be.

17 MR. GIBBS: Okay. No, no. We do want to be
18 involved. I did get a call that I was trying to understand
19 the written transcription of the voice message. I
20 understood it to be generally what I just heard from
21 Mr. Ball.

22 We're going to take the Trustee's lead on that
23 issue. Inherently it makes sense. But it's not -- it
24 wouldn't be something that I think we were prepared to
25 charge up the hill on.

1 THE COURT: I got it.

2 MR. GIBBS: So if they can work things out with
3 the Trustee, I'm sure we'll be fine.

4 THE COURT: Just have that call, and even if we
5 need to do it -- if we need to parse through that, happy to
6 do it, but I do want there to be a record. I don't want
7 there to be any confusion as to what the bar date is 'cause
8 I do think that it's important.

9 US Trustee have any interest in being in that
10 discussion, or just so long as there's a bar date, that's
11 what you care about?

12 MR. WOLFSHOHL: I think our position would be that
13 as long as there's a bar date, we're fine with whatever it
14 is.

15 THE COURT: All right. Fair enough. So Mr. Ball,
16 that's helpful to you. You know who you need to talk to.

17 MR. BALL: Yes, I do, and I will get on the phone
18 as soon as we get off this.

19 THE COURT: Terrific. And thank you as always
20 again because I don't think I know you. Once you file your
21 motion, if you'd reach out to Mr. Alonso, his text, email
22 all on my website. He's there to assist you.

23 MR. BALL: Yes.

24 THE COURT: He can give you a hearing date if
25 you'll just call beforehand and talk to him.

1 MR. BALL: I understand, Your Honor.

2 THE COURT: Okay.

3 MR. BALL: And I just want to say that I've been
4 working with the Trustee's counsel on the motions to modify
5 that I filed and they've been very helpful and timely.

6 THE COURT: No, terrific. I would expect nothing
7 less. So all good, and again, I'm not -- this is not
8 criticism. I just -- I can't imagine I would ever modify a
9 bar date without a written motion just on the Record.
10 Again, I want folks to be able to look at and criticize
11 everything I do. I know I don't always get it right, but
12 everybody deserves to be able to make that decision for
13 themselves.

14 MR. BALL: Thank you, Your Honor.

15 THE COURT: All right. Thank you.

16 Anyone else have an issue that they need to raise
17 or comments they want to make, concerns they want to voice?

18 (No audible response.)

19 THE COURT: All right. Then I'll see you tomorrow
20 at 12:30 and Mr. Wolfshohl, let me say this: I know things
21 are moving. If things need to move, all I ask is that you
22 try to let as many people know as possible and try to give
23 me as much time so that I can react to it just given my
24 schedule that -- and I'll try to accommodate.

25 MR. WOLFSHOHL: Understood, Your Honor.

1 Definitely.

2 THE COURT: All right, terrific.

3 Thank you, everyone. And we'll be adjourned.

4 I would like to say have a great weekend, but I
5 know I'm going to see you tomorrow no matter what.

6 All right. So with that, everyone have a good
7 day.

8 MR. WOLFSHOHL: Thanks, Judge.

9 (Hearing adjourned at 12:36 p.m.)

10 * * * * *

11 I certify that the foregoing is a correct
12 transcript to the best of my ability from the electronic
13 sound recording of the ZOOM/video/telephonic proceedings in
14 the above-entitled matter.

15 /S/ MARY D. HENRY

16 CERTIFIED BY THE AMERICAN ASSOCIATION OF

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19 JTT TRANSCRIPT #68044

20 DATE FILED: JANUARY 23, 2024

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